

**SECOND AMENDMENT**  
**TO REAL ESTATE SALE CONTRACT**

THIS SECOND AMENDMENT ("Second Amendment") to the Real Estate Sale Contract dated April 25, 2014 (the "Original Contract"), as amended by that certain First Amendment to Real Estate Sale Contract dated as of August 13, 2014 (the "First Amendment"; the First Amendment and Original Contract are collectively referred to as the "Contract") is made this 10th day of December, 2014, by and between Grand Trunk Western Railroad Company, a Michigan corporation ("Seller") and Sitex Group, LLC, an Illinois limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser and Seller entered into the Contract for the sale and purchase of certain real estate commonly known as 5000 South Homan Avenue, Chicago, Illinois (the "Property").

WHEREAS, pursuant to Paragraph 10 of the Contract, Purchaser's obligations under the Contract are contingent upon Purchaser obtaining support for a Class 6b Incentive (the "Incentive") for the Property during the Purchaser's Due Diligence Period.

WHEREAS, despite diligent efforts by both parties, Purchaser has been unable to obtain the required support for the Incentive.

WHEREAS, Purchaser has agreed to waive the contingency for the Incentive and in consideration thereof, the parties wish to modify certain terms and conditions of the Contract as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing and for additional consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are hereby incorporated by reference.
2. In consideration of Purchaser agreeing to waive the contingency for the Incentive, the parties have agreed that the Purchase Price is hereby reduced from Three Million Four Hundred Twenty Five Thousand and No/100 Dollars (\$3,425,000.00) to Three Million and No/100 Dollars (\$3,000,000.00).
3. Notwithstanding the Purchase Price reduction provided for in Paragraph 1 of this Second Amendment, in the event that Purchaser should obtain a letter of support from Alderman Burke containing language acceptable to Purchaser before the Closing, then the Purchase Price shall revert back to Three Million Four Hundred Twenty Five Thousand and No/100 Dollars (\$3,425,000.00).
4. The parties acknowledge that the Purchaser's Phase I Report is more than six months old and that Purchaser must obtain an update of its Phase I Report. Purchaser's obligations to proceed under the Contract, as amended, are expressly contingent on Purchaser review and approval of the

results of the updated Phase I Report on or before December 29, 2014 in accordance with Paragraph 9 of the Contract.

5. The Closing Date shall be changed to January 9, 2015.
6. All capitalized terms not defined in this Second Amendment shall have the meanings set forth in the Contract.
7. Except as expressly modified by this Second Amendment, all of the other terms and conditions of the Contract remain in full force and effect.
8. This Second Amendment may be executed by the parties in counterpart, when taken together shall constitute one agreement. Receipt of an executed signature page to this Second Amendment by facsimile or other electronic transmission shall constitute effective delivery thereof.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

**SELLER:**

Grand Trunk Western Railroad Company  
a Michigan corporation

By: 

Its: MANAGER LAND SALES  
STRATEGIC PROJECTS

**PURCHASER:**

Sitex Group, LLC, an Illinois limited  
liability company

By: 

Its: Member